

Exhibit 25

18 The deposition of JOSEPH OHM, taken before
19 Maria S. Winn, CSR, RPR and CRR, pursuant to the
20 Federal Rules of Civil Procedure for the United
21 States District Courts pertaining to the taking of
22 depositions, at Mayer Brown, LLP, 71 South Wacker
23 Drive, Suite 3200, Chicago, Illinois, commencing
24 at 9:01 a.m. on March 12, 2019.

| | | | |
|--|---------------|--|------|
| 1 PRESENT: | 1 EXHIBIT | DESCRIPTION | PAGE |
| 2 | 2 Exhibit 10 | Minutes of the Meeting of the Trustees of the Plumbers Welfare Fund Local 130 UA | 77 |
| 3 By MR. DANIEL J. KUROWSKI 455 N. Cityfront Plaza Drive - Suite 2410 4 Chicago, Illinois 60611 (708) 628-4949 | 3 | Fund Local 130 UA | |
| 5 dank@hbsslaw.com 6 and | 4 Exhibit 11 | Minutes of the Meeting of the Trustees of the Plumbers Welfare Fund Local 130 UA | 99 |
| 7 GREGORIO MARCO By MR. GREGORY W. HOSE 8 MS. MADELINE REMISH Two North LaSalle Street - Suite 1650 9 Chicago, Illinois 60602 (312) 263-2343 | 5 | Fund Local 130 UA | |
| 10 ghoose@gregoriolaw.com mremish@greogriolaw.com | 6 Exhibit 12 | Letter to Terry J. Musto | 108 |
| 11 appeared on behalf of the Plaintiffs; | 7 Exhibit 13 | Letter to the Board of Trustees of the Welfare Fund | 117 |
| 12 | 8 | | |
| 13 WILLIAMS & CONNOLLY LLP 14 By MS. KYLIE HOOVER MR. WILLIAM T. BURKE 15 MS. SARA GOLDMAN 725 Twelfth Street, N.W. 16 Washington, DC 20005 (202) 434-5000 | 9 Exhibit 14 | Second Amendment to Express Scripts, Inc., Prescription Drug Program Agreement | 142 |
| 17 khoover@wc.com wburke@wc.com | 10 Exhibit 15 | Express Scripts, Inc., Pharmacy Benefit Management Agreement | 144 |
| 18 sgolabek-goldman@wc.com | 11 Exhibit 16 | Amendment to Express Scripts, Inc., Pharmacy Benefit Management Agreement | 145 |
| 19 appeared on behalf of the Defendants; | 12 Exhibit 17 | Second Amendment to Express Scripts, Inc., Pharmacy Benefit Management Agreement | 147 |
| 20 | 13 Exhibit 18 | Contractual Credit Request, Performance and Financial Guarantee Check Request, Reissue Request | 172 |
| 21 | 14 Exhibit 19 | Introducing the New CVS Health Savings Pass | 187 |
| 22 ALSO PRESENT: 23 MR. DANIEL FROMAN, Legal Videographer. | 15 Exhibit 20 | Health Savings Pass Medication List | 191 |
| 24 | 16 Exhibit 21 | PBM RFP for Plumbers Welfare Fund Local 130 | 194 |
| 25 | 17 Exhibit 22 | Proposed First Amended Complaint | 216 |
| | 18 Exhibit 23 | Excerpt of Data | 224 |
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| 1 I N D E X | 1 EXHIBIT | DESCRIPTION | PAGE |
| 2 WITNESS: | 2 | | |
| 3 JOSEPH F. OHM | Exhibit 24 | Consulting Agreement, Plumbers Local 130 Benefit Fund | 251 |
| 4 Examination by Ms. Hoover | 3 Exhibit 25 | Plumbers Welfare Fund Local 130, 2016 Audit Report, March 2018 | 258 |
| 5 Examination by Mr. Kurowski | 4 | | |
| 6 Further Examination by Ms. Hoover | 5 Exhibit 26 | E-mail | 271 |
| 7 | 6 Exhibit 27 | Letter from Gierat to O'Malley | 281 |
| 8 | 7 Exhibit 28 | E-mail from Gerber to Newman | 294 |
| 9 EXHIBIT | 8 Exhibit 29 | CVS Caremark's Generic Ripoff | 302 |
| 10 Exhibit 1 Deposition Notice | 9 | | |
| 11 Exhibit 2 Plumbers Welfare Fund Local 130 UA's Responses to CVS Pharmacy, Inc.'s, First Set of Interrogatories to Plaintiffs | 10 | | |
| 12 | 11 | | |
| 13 Exhibit 3 Plumbers Welfare Fund Local 130 UA and Health and Welfare Plan | 12 | | |
| 14 | 13 | | |
| 15 Exhibit 4 2017 Restatement of the Trust Agreement of the Plumbers Welfare Fund Local 130 UA | 14 | | |
| 16 | 15 | | |
| 17 Exhibit 5 Newsletter | 16 | | |
| 18 Exhibit 6 Merger Action Log | 17 | | |
| 19 Exhibit 7 Minutes of the Meeting of Trustees of Plumbers Welfare Fund Local 130 UA | 18 | | |
| 20 | 19 | | |
| 21 Exhibit 8 Minutes of the Meeting of the Trustees of Plumbers Welfare Fund Local 130 UA | 20 | | |
| 22 | 21 | | |
| 23 Exhibit 9 Excerpt from Midwest Employee Benefit Funds Coalition Website | 22 | | |
| 24 | 23 | | |
| 25 | 24 | | |
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| <p>1 Foundation. 2 Go ahead. 3 A It would. 4 BY MS. HOOVER: 5 Q And would the Fund have expected Segal to 6 keep up with developments in the prescription drug 7 marketplace? 8 MR. KUROWSKI: Same objections. 9 A It would. 10 BY MS. HOOVER: 11 Q Would the Fund expect Segal to let the 12 trustees and employees know if something important 13 happened in the prescription drug market? 14 MR. KUROWSKI: Objection, vague. 15 Foundation. 16 A It would. 17 BY MS. HOOVER: 18 Q And would the Fund expect Segal to 19 present information to the trustees that would be 20 important or relevant to those trustees making 21 decisions about the prescription drug benefits 22 offered by the Fund? 23 MR. KUROWSKI: Objection, vague. 24 Foundation. 25 A It would.</p> | <p>1 BY MS. HOOVER: 2 Q How long has Dr. Khouri served as the 3 medical consultant for the Fund? 4 A Several years. 5 Q Do you know if anyone served in that 6 position prior to Dr. Khouri? 7 A I do not, no. 8 Q What is Dr. Khouri's role with respect to 9 the Fund? 10 A Primarily, he will review medical claims 11 for medical -- claims that have been submitted 12 that are possibly denied by the Welfare Fund, he 13 will review for medical necessity to see if they 14 should be paid pursuant to the terms of the plan. 15 Q Does he advise the Fund on issues related 16 to prescription drug benefits? 17 A It's possible. 18 MR. KUROWSKI: Objection, vague. 19 Foundation. 20 BY MS. HOOVER: 21 Q During the period 2008 to 2016, has the 22 Fund ever employed any other agents to perform 23 administrative functions for the Fund? 24 MR. KUROWSKI: Objection, vague. 25 A Not to my knowledge.</p> |
| <p>Page 134</p> <p>1 (Whereupon, Ms. Madeline Remish 2 entered the conference room.) 3 BY MS. HOOVER: 4 Q The trust agreement, which I can point 5 you to, if you aren't familiar with this 6 provision, but are you familiar that the trust 7 agreement authorizes trustees to retain one or 8 more medical consultants to advise the trustees? 9 A I'm not familiar with that particular 10 section. 11 Q If you want to take a look at it, this is 12 Exhibit 3, at page 29. 13 A Okay. I'm there. 14 Q And Section 8.21 is called: "Medical 15 Consultant." 16 Do you see that? 17 A I do. 18 Q Have the trustees retained a medical 19 consultant to advise them? 20 A They have. 21 Q Who is that person? 22 MR. KUROWSKI: Objection, vague. 23 Foundation. 24 A Dr. Khouri. I -- his first name escapes 25 me.</p> | <p>Page 136</p> <p>1 BY MS. HOOVER: 2 Q In other words, are most administrative 3 functions handled by the Fund staff that we 4 previously discussed? 5 A Or their consultants, yes. 6 Q Other than the consultants -- and I'll 7 also include Express Scripts, that we already 8 discussed -- are there any other third parties 9 that the Welfare Fund contracts with to provide 10 services related to prescription drug benefits? 11 A Not that I can recall. 12 Q All right. So I want to talk a little 13 bit more about Express Scripts, which you've 14 mentioned before. 15 Do you understand that the case concerns 16 the pricing for generic drugs offered under the 17 prescription drug benefit plan of the Fund? 18 MR. KUROWSKI: Objection, vague. 19 A Could you repeat that? 20 BY MS. HOOVER: 21 Q Yes. Do you understand generally 22 understand that this case concerns the pricing 23 offered for generic drugs through the prescription 24 drug benefit plan of the fund? 25 MR. KUROWSKI: Objection, foundation.</p> |

1 A Yes. Yes.
2 BY MS. HOOVER:
3 Q And in order to provide prescription drug
4 benefits, the Fund contracts with a pharmacy
5 benefits manager. Correct?
6 A That's correct.
7 Q And you referred to that previously as a
8 PBM. Correct?
9 A That's correct.
10 Q And you testified before that the Fund's
11 current PBM is Express Scripts?
12 A That's correct.
13 Q If I refer to them interchangeably as
14 Express Scripts or ESI, will you understand that?
15 A I will.
16 Q And how long has Express Scripts been the
17 Fund's PBM?
18 A Several years. For several years.
19 Q Has Express Scripts been the Fund's PBM
20 since at least 2008?
21 A I don't know.
22 Q What's your understanding of what a PBM
23 is?
24 A The PBM will provide pharmaceutical drug
25 services on behalf of the -- the Fund by utilizing

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1 Q And is she an employee of Express
2 Scripts?
3 A She is.
4 Q Who at the Fund primarily interacts with
5 Ms. Jurish or other people at Express Scripts
6 assigned to the Fund?
7 MR. KUROWSKI: Objection, vague.
8 A It would depend on the issue at hand.
9 But primarily, it would be me.
10 BY MS. HOOVER:
11 Q And what types of issues are you in
12 contact with ESI about?
13 A As I mentioned previously, you know, we
14 may be in contact with Express Scripts about
15 manufacturers' rebates, about our -- any kind of
16 service issues that we may be having at a
17 particular point in time with Express Scripts.
18 Q Do the Fund's consultants also interact
19 with the ESI personnel responsible for the Fund's
20 account?
21 A They do.
22 Q What types of issues would the
23 consultants interact with ESI about?
24 A So somebody like PSG would interact with
25 Express Scripts on an ongoing basis about trends

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1 its retail -- the retail pharmacies belonging to
2 its network to allow them to fill prescriptions,
3 bill the pharmacy benefits manager, who then will,
4 in turn, submit invoices to the Fund office for
5 payment.
6 Q Okay. We'll go through each of those
7 responsibilities in a little bit more detail in a
8 second.
9 You mentioned before Heidi Jurish.
10 Other than Ms. Jurish, who else at
11 Express Scripts is assigned to cover the Fund's
12 account?
13 A No one that I can recall.
14 Q Are you familiar with Aaron McDonald?
15 A I am.
16 Q Do you know if that's an employee of
17 Express Scripts?
18 A It is.
19 Q Was Mr. McDonald ever assigned to the
20 Fund's account?
21 A I don't know.
22 Q What about Katty Rodriguez?
23 A I don't know.
24 Q Are you familiar with Katty Rodriguez?
25 A I am.

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1 in the industry, specifically as it relates to our
2 plan.
3 Maybe a hot topic right now is specialty
4 drugs.
5 Depending on a particular project that's
6 going on at a point in time, they could be -- PSG
7 could be in contact with ESI about the calendar
8 year audit.
9 Depending on where we are in the
10 contract, it could be RFP or market check, just --
11 so there's a variety of topics that PSG could be
12 in discussion with ESI about.
13 Q And prior to PSG being the Fund's
14 consultant, you testified that it was Buck, and
15 prior to that, Segal.
16 So is it fair to say that Buck and Segal
17 would have interacted with ESI about similar
18 issues?
19 A Yes.
20 MR. KUROWSKI: Objection, vague.
21 Foundation.
22 BY MS. HOOVER:
23 Q Do representatives from Express Scripts
24 ever attend Fund board meetings?
25 A No.

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| <p>1 A Prior to August 2016. 2 Q Who authorized the lawsuit prior to 3 2016 -- August 2016? 4 A The co-chairs of the Welfare Fund. 5 Q When did they authorize the lawsuit? 6 A Approximately June 2016. 7 Q You testified before that in order for 8 the Board of Trustees to take action, there had to 9 be a majority vote of the board; is that correct? 10 MR. KUROWSKI: Objection, vague. 11 Foundation. Misstates the witness' prior 12 testimony. 13 You may answer. 14 A Yes, that's correct. 15 BY MS. HOOVER: 16 Q Where does the authority for the 17 co-chairs to authorize a lawsuit without a vote of 18 the board come from? 19 A They were acting -- the co-chairs were 20 acting on behalf of the Board of Trustees. 21 Q Why did the Fund vote in December 2017, 22 if the case had already been filed? 23 A They were -- at that point, voted to add 24 Caremark as a party to the lawsuit. 25 Q Okay. So did the Board of Trustees ever</p> <p style="text-align: right;">Page 206</p> | <p>1 instruct you not to answer. 2 If you may otherwise answer, you can do 3 so without divulging the substance of such 4 communications. 5 MS. HOOVER: Just for the record, I'm not 6 asking for the legal advice or mental 7 impressions of counsel. 8 I'm asking for the factual basis for the 9 co-chairs' authorization of the lawsuit 10 against CVS. 11 MR. KUROWSKI: Same objection. 12 A I believe the facts of the case are 13 stipulated in the complaint. 14 BY MS. HOOVER: 15 Q The complaint wasn't filed until August 16 of 2016. You testified that the co-chairs 17 authorized the lawsuit in June of 2016. 18 What's your understanding of the facts 19 that they knew at the time they authorized the 20 lawsuit? 21 MR. KUROWSKI: Objection, vague. 22 Foundation. Misstates the witness' prior 23 testimony. 24 A Any facts -- 25 MR. KUROWSKI: Calls for a legal --</p> <p style="text-align: right;">Page 208</p> |
| <p>1 vote for the original lawsuit to be filed against 2 CVS? 3 A I don't recall. 4 Q Again, given the provisions in the trust 5 agreement regarding the requirement of a majority 6 vote, where does the authority of the co-chairs to 7 act on behalf of the Fund without a vote come 8 from? 9 MR. KUROWSKI: Objection, vague. 10 Foundation. 11 A I don't know. 12 BY MS. HOOVER: 13 Q You testified that the co-chairs of the 14 Fund authorized this lawsuit in June 2016. 15 What was their factual basis for 16 authorizing the lawsuit? 17 A I believe -- 18 MR. KUROWSKI: Objection. 19 THE WITNESS: Beg your pardon. Sorry. 20 MR. KUROWSKI: Calls for attorney-client 21 privileged communications. 22 To the extent that your answer requires 23 you to divulge the substance of any 24 communications that any of the Fund trustees 25 may have had with counsel, I'm going to</p> <p style="text-align: right;">Page 207</p> | <p>1 attorney-client privileged communications as 2 well. 3 A Any facts I would say are found in the 4 complaint. 5 BY MS. HOOVER: 6 Q Are you aware that the complaint has 7 numerous allegations regarding CVS' Health Savings 8 Pass program? 9 A Yes. 10 Q Do you recall testifying before that the 11 Fund trustees had no knowledge or familiarity with 12 the Health Savings Pass program? 13 A Yes. 14 Q So when did the trustees become aware of 15 the facts relating to CVS' Health Savings Pass 16 program that formed the allegations in the 17 complaint? 18 A I would suggest that that date would be 19 found in the complaint. 20 Q In general terms, what is the Fund's 21 understanding of the facts that formed the basis 22 of the lawsuit against CVS? 23 A Those issues would be found in the 24 complaint. 25 Q Can you articulate what those issues are?</p> <p style="text-align: right;">Page 209</p> |

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| <p>1 A I cannot.</p> <p>2 Q Have you read the complaint in this case?</p> <p>3 A Yes.</p> <p>4 Q Did you understand the allegations in</p> <p>5 that complaint?</p> <p>6 A Yes.</p> <p>7 Q But in general terms, the Fund doesn't</p> <p>8 know the facts that form the basis?</p> <p>9 A Any facts, I think, are found in the</p> <p>10 complaint.</p> <p>11 Q And the Fund is unable to articulate, as</p> <p>12 a general matter, what those facts are?</p> <p>13 A That's correct.</p> <p>14 Q You stated that in the vote of the Board</p> <p>15 of Trustees in December 2017, the board authorized</p> <p>16 adding Caremark as a defendant in this case?</p> <p>17 A That's correct.</p> <p>18 Q Who participated in that vote?</p> <p>19 A The Board of Trustees.</p> <p>20 Q Was that vote taken at a normal meeting</p> <p>21 of the Board of Trustees?</p> <p>22 A It was.</p> <p>23 MR. KUROWSKI: I will object to questions</p> <p>24 regarding this vote as outside the scope of</p> <p>25 the 30(b)(6) examination.</p> | <p>1 Q Who is Fund counsel?</p> <p>2 A Mr. Greg Hose.</p> <p>3 MR. KUROWSKI: Mr. Ohm, I'm going to</p> <p>4 instruct you not to reveal the substance of</p> <p>5 any communications that you may have had with</p> <p>6 Fund counsel.</p> <p>7 MS. HOOVER: There is no question pending</p> <p>8 for your objection. I didn't ask him anything</p> <p>9 about the substance.</p> <p>10 I asked him how he became aware of the</p> <p>11 facts.</p> <p>12 MR. KUROWSKI: Statement stands.</p> <p>13 BY MS. HOOVER:</p> <p>14 Q Would Mr. Hose have presented those facts</p> <p>15 at a meeting of the Board of Trustees?</p> <p>16 You can answer.</p> <p>17 MR. KUROWSKI: Objection, calls for</p> <p>18 attorney-client privileged communications.</p> <p>19 To the extent that the question is asking</p> <p>20 you to reveal the substance of communications</p> <p>21 that you may have received from Mr. Hose as</p> <p>22 Fund counsel, I'm going to instruct you not to</p> <p>23 answer the question.</p> <p>24 If you can answer the question without</p> <p>25 revealing the substance of any communications</p> |
| <p>Page 210</p> <p>1 MS. HOOVER: For the record, one of the</p> <p>2 topics was the factual basis for the lawsuits</p> <p>3 against the defendants in this case. One of</p> <p>4 the defendants is Caremark.</p> <p>5 MR. KUROWSKI: And the notice of</p> <p>6 deposition specifically identifies</p> <p>7 February 2016 as the cutoff.</p> <p>8 MS. HOOVER: It identifies that period,</p> <p>9 to the extent it is not otherwise stated in a</p> <p>10 request. And the request clearly relates to</p> <p>11 the facts against Caremark as a defendant.</p> <p>12 BY MS. HOOVER:</p> <p>13 Q What is the factual basis for the lawsuit</p> <p>14 against Caremark?</p> <p>15 A I believe the factual basis will be</p> <p>16 found -- would be found in the complaint.</p> <p>17 Q When did the Welfare Fund become aware of</p> <p>18 those facts?</p> <p>19 MR. KUROWSKI: Objection, vague.</p> <p>20 A I don't know.</p> <p>21 BY MS. HOOVER:</p> <p>22 Q How did the Fund become aware of the</p> <p>23 facts that form the basis for the lawsuit against</p> <p>24 Caremark?</p> <p>25 A Through Fund counsel.</p> | <p>Page 212</p> <p>1 that have been provided to the Fund by Fund</p> <p>2 counsel, you may go ahead.</p> <p>3 Otherwise, I'm going to instruct you not</p> <p>4 to answer.</p> <p>5 BY MS. HOOVER:</p> <p>6 Q And for the record, I still haven't asked</p> <p>7 you about the substance. I asked you if that</p> <p>8 communication would have occurred at a meeting of</p> <p>9 the Board of Trustees.</p> <p>10 A I don't know.</p> <p>11 Q Were you present when Mr. Hose presented</p> <p>12 the facts that form the basis for the claims</p> <p>13 against Caremark?</p> <p>14 A I don't know.</p> <p>15 Q When the Board of Trustees voted to add</p> <p>16 Caremark as a defendant, what was the factual</p> <p>17 basis for their vote?</p> <p>18 A The factual basis would be found in the</p> <p>19 complaint.</p> <p>20 MR. KUROWSKI: Objection, vague.</p> <p>21 Foundation.</p> <p>22 BY MS. HOOVER:</p> <p>23 Q In general terms, can you describe the</p> <p>24 allegations against Caremark?</p> <p>25 A No.</p> |

Job No. 3247252

1 Q What facts support the claim that CVS
2 overcharged the Fund?
3 MR. KUROWSKI: Objection, vague.
4 Foundation. Calls for a legal conclusion.
5 A Those facts are found in the complaint.
6 BY MS. HOOVER:
7 Q What facts support the claim that Express
8 Scripts conspired with CVS to overcharge the Fund?
9 MR. KUROWSKI: Same objections.
10 A Those facts should be found in the
11 complaint.
12 BY MS. HOOVER:
13 Q What facts support the claim that
14 Caremark conspired with CVS to overcharge the
15 Fund?
16 MR. KUROWSKI: Same objections.
17 A Those facts should be found in the
18 complaint.
19 BY MS. HOOVER:
20 Q Do you understand that the information
21 contained in the complaint are allegations, not
22 facts?
23 MR. KUROWSKI: Objection, vague.
24 A No.
25

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1 MR. KUROWSKI: Objection, vague.
2 Foundation.
3 BY MS. HOOVER:
4 Q Do you understand that the primary
5 allegation against CVS in this case is that it
6 should have reported its Health Savings Pass
7 prices as its usual and customary prices?
8 A No.
9 (Document marked as PWF
10 Exhibit No. 22 for identification.)
11 BY MS. HOOVER:
12 Q Showing you what I'm marking as
13 Exhibit 22 for today's deposition.
14 Looking at the first page of this
15 document, do you see that it's titled:
16 "Proposed First Amended Complaint"?
17 A Yes.
18 Q Do you see above that, that one of the
19 case captions contained on this first amended
20 complaint is:
21 "Plumbers Welfare Fund Local 130 U.A., on
22 behalf of itself and all others similarly,
23 plaintiff, versus CVS Pharmacy, Inc., Caremark,
24 LLC, defendants."
25 A I do see that, yes.

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1 BY MS. HOOVER:
2 Q In other words, do you understand that
3 the information contained in the complaint has not
4 been proven?
5 MR. KUROWSKI: Objection, vague.
6 A No.
7 BY MS. HOOVER:
8 Q Do you understand that CVS and Caremark
9 contest the allegations contained in the
10 complaint?
11 A Yes.
12 Q Since you're not aware of any facts that
13 form the basis for the allegations in the
14 complaint, you don't know one way or another
15 whether those allegations are true or false.
16 MR. KUROWSKI: Objection, vague.
17 BY MS. HOOVER:
18 Q Right?
19 MR. KUROWSKI: Objection, vague.
20 Foundation.
21 A I don't know.
22 BY MS. HOOVER:
23 Q As far as you know, the allegations
24 against CVS and Caremark could be false. Right?
25 A I don't know.

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1 Q Do you understand that this is the
2 complaint that was filed in this case?
3 A That's my understanding.
4 Q I ask you to turn to paragraph 5, page 3.
5 A (Witness complies.)
6 Q I'd ask you to read that to yourself.
7 A (Witness perusing document.)
8 Q If you look -- well, let me just ask you
9 again.
10 Having read paragraph 5, do you
11 understand that the primary allegation against CVS
12 is that it should have, but did not, report Health
13 Savings Pass prices as its usual and customary
14 prices?
15 MR. KUROWSKI: Objection, vague.
16 Foundation.
17 A Yeah. I don't know that.
18 BY MS. HOOVER:
19 Q Looking at the fifth line, starting at
20 the end, do you see that this paragraph 5 states:
21 "CVS, with the participation of Caremark,
22 knowingly and intentionally overcharged plaintiffs
23 and private health plans for generic prescription
24 drugs by submitting claims for payment that did
25 not account for the HSP price in reporting the

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1 MR. KUROWSKI: You don't have to answer.
2 THE WITNESS: Okay.
3 BY MS. HOOVER:
4 Q Just looking back at Exhibit 21.
5 This was the RFP response document.
6 You just testified that this document was
7 created by Buck Consultants. Correct?
8 A That's correct.
9 Q Buck Consultants created this document on
10 behalf of the Plumbers Welfare Fund Local 130.
11 Correct?
12 A That's correct.
13 MR. KUROWSKI: Objection, vague.
14 Foundation.
15 BY MS. HOOVER:
16 Q In fact, this was a document related to a
17 request for proposal by the Welfare Fund.
18 Correct?
19 MR. KUROWSKI: Objection, vague.
20 Foundation.
21 A Yes, that's correct.
22 BY MS. HOOVER:
23 Q In other words, this is part of the
24 Welfare Fund's request for proposal process.
25 Correct?

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1 STATE OF ILLINOIS)
2) SS:
3 COUNTY OF C O O K)
4 The within and foregoing deposition of
5 the aforementioned witness was taken before
6 MARIA S. WINN, CSR, RPR and CRR, at the place,
7 date and time aforementioned.
8 There were present during the taking of
9 the deposition the previously named counsel.
10 The said witness was first duly sworn and
11 was then examined upon oral interrogatories; the
12 questions and answers were taken down in shorthand
13 by the undersigned, acting as stenographer; and
14 the within and foregoing is a true, accurate and
15 complete record of all of the questions asked of
16 and answers made by the aforementioned witness, at
17 the time and place hereinabove referred to.
18 The signature of the witness was not
19 waived, and the deposition was submitted,
20 pursuant to Rule 30(e) and 32(d)4 of the Rules
21 of Civil Procedure for the United States District
22 Courts, to the deponent per copy of the attached
23 letter.
24
25

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1 MR. KUROWSKI: Objection, vague.
2 Foundation.
3 A Yes.
4 MS. HOOVER: That's all I have for you,
5 Mr. Ohm.
6 MR. KUROWSKI: We'll read and sign.
7 THE VIDEOGRAPHER: This marks the end of
8 Media Set 6 and the end of this deposition, at
9 5:25 p.m.
10 (WITNESS EXCUSED)

1 The undersigned is not interested in the
2 within case, nor of kin or counsel to any of the
3 parties.
4 In witness whereof, I have hereunto set
5 my hand and seal of office this day, March 14,
6 2019.
7
8
9 *Maria S. Winn*
10
11 CSR No. 084-003784 - Expiration Date: May 31, 2019
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